

|   |   |  |                            |  |           |                |
|---|---|--|----------------------------|--|-----------|----------------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>e</b>   |                            | RATING<br>DO-                                    | PAGE<br>1 | OF PAGES<br>41 |
| 2. CONTRACT NUMBER  | 3. SOLICITATION NUMBER<br>52-SPNA-1-00072 | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP)   | 5. DATE ISSUED<br>09-27-01 | 6. REQUISITION/PURCHASE NO.<br>NE-EL0000-2-00001 |           |                |
| 7. ISSUED BY<br>U. S. Department of Commerce, NOAA, OFA<br>NPOESS, Integrated Program Office<br>8455 Colesville Road, Suite 1450<br>Silver Spring, MD 20910 |   | 8. ADDRESS OFFER TO (If other than Item 7)<br>NPOESS/IPO, Attn: Mr. Jay W. Moore<br>8455 Colesville Rd., Suite 1450<br>Silver Spring, MD 20910<br>Tel.: 301-427-2126, ext. 112 |                            |  |           |                |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SAME \_\_\_\_\_ until **1500** local time **29 October 2001**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                       |                         |                                 |                    |             |   |
|---------------------------------------|-------------------------|---------------------------------|--------------------|-------------|---|
| 10. FOR INFORMATION <b>e</b><br>CALL: | A. NAME<br>Jay W. Moore | B. TELEPHONE (NO COLLECT CALLS) |                    |             | C. E-MAIL ADDRESS<br>jay.moore@noaa.gov |
|                                       |                         | AREA CODE<br>301                | NUMBER<br>427-2126 | EXT.<br>112 |   |

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |                       |                       |                       |                    |
|---|-----------------------|-----------------------|-----------------------|--------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52.232-8) <b>e</b>  | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>% | CALENDAR DAYS<br>% |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.         | DATE                  | AMENDMENT NO.         | DATE               |
|   |                       |                       |                       |                    |
|   |                       |                       |                       |                    |
|   |                       |                       |                       |                    |

|  |   |          |   |
|--|---|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR               | CODE  | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| 15B. TELEPHONE NUMBER<br>AREA CODE NUMBER EXT. | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |          | 17. SIGNATURE   |
|  |   |          | 18. OFFER DATE  |

### AWARD (To be completed by Government)

|   |            |   |                 |
|---|------------|---|-----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION<br>2/EL0000/2N2ACV00 Funding Contingent Upon Availability of Funds |                 |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>e</b>              | ITEM #7 and # 8 |
| 24. ADMINISTERED BY (If other than Item 7) Same   | CODE       | 25. PAYMENT WILL BE MADE BY See Item #7.  | CODE            |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>Jay W. Moore   |            | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)                              | 28. AWARD DATE  |

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## **Section B. Supplies or Services and Prices**

### **B.1 Introduction, Purpose & Type of Contract.**

The NOAA/NESDIS Integrated Program Office (IPO), requires the Study Participants to undertake a Concept Exploration (CE) contract for a notional Aerosol Polarimetry Sensor (APS).

The Contractor shall conduct studies, independently or in conjunction with its proposed APS team, for the development of a conceptual design and conceptual engineering alternatives. This CE contract will be briefed to the Government and the Preliminary Design and Risk Reduction (PDRR) Contractors, Lockheed Martin and TRW. The PDRR Contractors will form part of the technical assessment team in order to begin building a fully integrated Total System Performance Responsibility (TSPR) NPOESS contract design-to-production team with all of the sensor development contractors. Therefore, all CE Contractors shall promptly execute Non-Disclosure Agreements (NDA)'s) with the PDRR Contractors, to enable the Government to share their findings from the CE Phase. The Government will facilitate the execution of organizational conflict of interest (OCI) plans among any affected parties. The study contemplated herein is set forth in Section C of this Statement of Work.

The CE Contractor, as an independent contractor, and not as an agent of the Government, shall furnish the necessary qualified personnel, subcontractors or teams, management oversight, materials, other direct costs, and travel (unless separately funded), and not otherwise provided by the Government under the terms of this contract.

This effort shall be a Firm Fixed Price, Research & Development, Task Order contract for the completion and delivery of the CE Study as set forth in Section C, at the prices, on the schedule, and at the delivery points noted below.

The NOAA/Office of Finance and Administration (OFA), Systems Acquisition Office (SAO) is the acquisition organization; and the NOAA/NESDIS Integrated Program Office (IPO) is the requiring office.

This work shall be performed in accordance with the Specifications in Section C.1, any subsequent clarifications, or other Government-furnished information submitted by the Contracting Officer's Technical Representative (COTR) in Clause G.2.

### **B.2 1352.216-70 Contract Type (March 2000)**

This is a Firm Fixed Price/Delivery Order type contract for services. It consists of a base period from November 15, 2001, or the effective date of the contract, to February 15, 2002 and zero (0) options. The FFP value of this CE Contract is TBD; Reference CBD of August 20, 2001.

### **B.3 Ordering Authority**

Following signature of the Parties this instrument, effective on the date shown, the Contractor may initiate the work. Services ordered shall be preceded by a funding cite on the contract.

### **B.4 Value and General Scope of FFP Contract**

The FFP below does not include authorization for the purchase of capital equipment unless set forth in a Sub-CLIN.

CLIN 1001: CE Period of Performance (Execution Date through 02/15/02) Price: \_\_\_\_\_

- A. Study Aerosol Polarimetry Sensor and Algorithms Conceptual Design and Analyze Alternatives that Mitigate Risks, for Presentation to the NPOESS/IPO and the PDRR Contractors. (Not-Separately-Priced—(NSP).**
- B. Meet at No Less Than Two Technical Interchange Meetings (TIMs) with the Government and the PDRR Contractors. (NSP).**
- C. Submit an Initial, and Final Report incorporating Government-review changes, and the Conceptual Design for the “APS”, with discussion of each of the Criteria in Section L.4, A through D, supporting the ROM costs and schedule. Provide an analysis of your comprehension of the design intricacies, the potential system trades that offer science opportunities and any commensurate risks, and the effect of the same on the project schedule and cost of the production units. This analysis is designed to provide the Government with a degree of confidence that the Contractor can Deliver the APS design at the evolutionary level proposed, with confidence in costs and schedule. (NSP)**
- D. Provide a detailed discussion on how the Contractor proposes to overcome any inherent or system trade risks. (NSP)**

## Section C. Description/Specifications

### C.1 1352.211-70 Statement of Work/Specifications (March 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the following Statement of Work/.

The National Oceanic and Atmospheric Administration (NOAA), National Polar-Orbiting Operational Environmental Satellite System (NPOESS), Integrated Program Office (IPO), entered into this contract with the CE Contractor for space based Aerosol Polarimetry Sensor research.

- B. The contractor shall perform various tasks in furtherance of, but not necessarily limited to, the description of work in Section C hereof.
- C. In addition the contractor may perform other tasks that are similar to or may be otherwise related to, and in furtherance of the description of work below.
- D. This is a solicitation for a Firm Fixed Price (FFP) Concept Exploration (CE) study to define the requirements, scientific/engineering capabilities, identify potential risks and sensor trades for an aerosol polarimetry sensor and its associated science algorithms to retrieve cloud and aerosol characteristics, hereafter termed the Aerosol Polarimetry Sensor (APS).
- E. Following this contract an RFP is planned to be released and awarded competitively as a CPAF contract to leading to a Preliminary Design Review, termed a Sensor Design and Risk Reduction (SDRR) Contract. The deliverables provided to the Government hereunder will be used as part of the technical evaluation for the subsequent SDRR award, under separate cover.
- F. This proposed APS instrument will measure along-track scene intensity as a function of wavelength and polarization to determine aerosol optical thickness, aerosol particle size, cloud particle size distribution, aerosol refractive index, and single scattering albedo and shape. The polarimeter is proposed to work in conjunction with the NPOESS/Visible Infrared Imager Radiometer Suite (VIIRS) instrument data. Refer to A--NPOESS POLARIMETER SOURCES SOUGHT FOR EXPRESSION OF INTEREST & CAPABILITY, SOL 52-SPNA-1-00099, posted to the CBDNet on May 25, 2001, for the proposed sensor characteristics. The Integrated Operational Requirements Document - II (IORD-II) more specifically outlines these requirements in paragraphs 4.1.6.2.1; 4.1.6.2.2; 4.1.6.2.3, and 4.1.6.3.3. These can be viewed from the web site at <http://npoesslib.ipnoaa.gov/>.
- G. By the end of this concept evaluation (CE) phase, the contractor(s) shall have delivered the studies, reports, meetings and other assessments arising from this CE SOW, and listed

in Clause F.2. The Government shall use the findings to assess industry's mission suitability for a technical determination of award for the SDRR contract, its capability to undertake the SDRR phase, the technical feasibility of obtaining the proposed EDRs through a successful integration of the hardware design with mature algorithms, and the ability of the proposed conceptual design to be funded within the Government's allocated budget and desired schedule.

- H. These deliverable responses shall be considered business proprietary/competition sensitive, and are not releasable through the FOIA, pursuant to 5 U.S.C 552(b)(4), "Trade Secrets....", unless required by law or a court of competent jurisdiction determines otherwise. However, the PDRR Contractors and the following SETA Contractors at the NPOESS/IPO shall be designated as approved by the Contractor to read and advise the Government on your proposals and the status of the contract action for any offeror awarded a CE contract. The Contractors are: The Aerospace Corporation; Mitre Corporation; Tecolote, Inc; User Technology Associates; Mitretek, Inc.; and Veridian. See Section J.1, Attachment A.

## **C.2 Specifications: Aerosol Concept Exploration Phase SOW**

- 1) The Aerosol procurement is a progressive downselect that will eventually lead to a single contractor for the detailed design and fabrication of the flight sensor and science algorithms. Therefore, for the development each team is encouraged to present the most mature designs during this phase.
- 2) The Concept Exploration Phase design effort shall address the following items at the at the final Technical Interchange Meeting and in the Final Report:
  - a) A cost-effective, operationally effective, and suitable solution to aerosol instrument and algorithms.
  - b) Key potential trade studies using Cost-As-an-Independent-Variable (CAIV) systems engineering approach.
  - c) Identify areas of development and implementation risk, and possible approaches to mitigate those risks.
  - d) A life cycle cost estimate and supporting basis of estimate for nonrecurring and recurring costs to deliver science algorithms, one Engineering Development Unit (EDU) and two flight units.
  - e) Systems engineering approach for the APS. This term refers to including the requirements analysis and allocation approach, design synthesis approach, the trade study methodology, risk management approach, configuration control process, and the engineering tools to be used.
  - f) Program management approach for the APS including an Integrated Master Schedule demonstrating key milestones and the critical path for the development of an Engineering Development Unit and 2 flight units, and science algorithms.
- 3) Delivery of the Concept Exploration Final Technical Interchange Meeting package shall be

two weeks prior to the actual meeting. The review shall be no more than two days in length and location is TBD.

**- End of Section C -**

## **Section D. Packaging and Marking**

### **D.1 Packing for Domestic Shipment**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

## **Section E. Inspection and Acceptance**

### **E.1 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **Section F. Deliveries or Performance**

### **F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far>.

(End of Clause)

### **Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

52.242-15 Stop-Work Order (Aug 1989)

### **Clause F.2 Contract Deliverables**

The following deliverables are the Contractor's and the Government's best estimate of the tasks to be accomplished during the Base period. These deliverables are more fully discussed in Section C.2 of this contract.

The Contractor shall deliver its best reasonable efforts in accordance with high corporate standards to complete the CE requirements specified in Clause C.2 (2)(a through f), and the following deliverable reports during the term of this contract:

- (A) Deliver the Concept Exploration design effort, as specified in Clause C.2 (2)(a through f).
- (B) Submit the following written CDRL deliverables in support of the completion of this CE Design effort:
  - CDRL 01: Initial TIM agenda, required 2 weeks prior to Initial TIM
  - CDRL 02: Initial TIM review package and minutes, required 1 week after Initial TIM
  - CDRL 03: Final TIM agenda and review package, required 2 weeks prior to Final TIM
  - CDRL 04: Final report, required two weeks after Final TIM
- (C) Attend a minimum of two (2) TIMs, presenting material at the outset regarding the planned boundaries of the study; and at the second TIM, presenting the findings encompassed in the Final Report.
- (D) Submit an Initial Report, as specified herein, soliciting any Government comments and questions, which will be topics of discussion at the second TIM.
- (E) Incorporate any changes to the Initial Report, arising from comments, questions or clarifications elicited at the second TIM, and submit the same to the Government in the form of a Final Report.

**F.3 1352.215-70 Period of Performance (March 2000)**

- a. The period of performance of this contract is from the effective date through February 15, 2002. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b. The option periods that may be exercised are as follows: N/A

**F.4 52.247-34 F.o.b. Destination (Nov 1991)**

- (a) The term "f.o.b. destination," as used in this clause, means--
  - (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National



Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

## **Section G. Contract Administration Data**

### **G.1 1352.201-70 Contracting Officer's Authority (March 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

### **G.2 1352.201-71 Contracting Officer's Technical Representative (COTR) (March 2000)**

. \_\_\_\_\_ is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

\_\_\_\_\_.

### **G.3 Technical Direction**

When deemed necessary for the performance of work called for under this contract, technical directions may be issued to the Contractor by the COTR. As used herein, technical directions are instructions to the Contractor that provide details, suggest possible lines of inquiry, or otherwise aid in the completion of the scope of work called for under the contract. In no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the contract ceiling or delivery order terms under the contract, unless approved in writing by the Contracting Officer, and attended by certified and obligated funds.

All technical directions issued by the COTR are subject to the terms and conditions of the contract. The contract terms and conditions shall control in the event of any conflict with COTR-issued technical directions, and in no event can the contract be modified by COTR issued technical directions.

When, in the opinion of the Contractor, a technical direction calls for effort outside the scope of the contract specifications, the Contractor shall notify the COTR and cognizant Contracting Officer, in writing, within two working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

### **G.4 Invoices**

(a) The invoices clause (52.232-2) in Section I shall govern remittance of payments with the exception that payment shall be made on partial deliveries accepted by the Government if--

(1) The amount due on the deliveries warrants it; or

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(b) Improperly compiled invoices may be returned to the contractor for correction and re-submittal.

(c) Billing inquiries may be made to Jay.Moore@noaa.gov or at 301 427-2126 extension 112.

(d) Payments shall not be scheduled more frequently than every 30 days. Invoices shall be addressed to:

DOC/NOAA/NESDIS/NPOESS/Integrated Program Office  
ATTN: Jay W. Moore, Contracting Officer  
Mail Stop E/IP  
8455 Colesville Road, Suite 1450  
Silver Spring, MD 20910-3320

## **Section H. Special Contract Requirements**

### **H.1 Organizational Conflict of Interest**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief that there are no relevant facts or circumstances that would give rise to an organizational conflict of interest, as defined herein and in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Federal Acquisition Regulation (FAR) at Sub-part 9.501 defines "organizational conflicts of interest". This subpart of the FAR applies to contracts with either for-profit or nonprofit organizations, including nonprofit organizations created largely or wholly with Government funds.
- (c) The context which might affect your organization or Contractor personnel under this contract relates to personnel under a contract with the Government, who,
  - “because of other activities or relationships with other persons, [the] person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Since the Government is actively considering offers from commercial industry at this time, it is essential that the Government immediately identify the existence of any potentially conflicting roles that might give a commercial offeror an unfair competitive advantage.

- (d) The Contractor agrees that if it discovers an actual or potential organizational conflict of interest after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict, as discussed below.
- (e) Upon disclosure of an OCI by the Contractor the Government may request the Contractor to take steps to avoid, neutralize or mitigate any potential, significant OCI in its organization. These steps may include “walling off” and shielding this Contract's personnel and its lines of authority from other CE personnel in the Corporation, with whom they have an OCI conflict due to the organizations they respectively support. Other techniques include obtaining non-disclosure agreements (NDA's) and removing an

individual(s) from the investigation team.

- (f) Conflict of Interest (COI) and Non-Disclosure Certifications - The Government may request the contractor to make a specific Non-Disclosure certification, or agreement to not release proprietary data. This certification will address potential improper relationships with an NPOESS contractor or potential vendor, which could present a personal or organizational COI based on technical or business issues.
- (g) Remedies - The Contracting Officer may also choose to terminate this contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor were aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (h) The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including paragraph (c), in any subcontract of consultant agreement hereunder.
- (i) The Government shall notify the PDRR Contractors of the potential OCI issues that may confront them as a result of their proposed access to any proprietary data obtained hereunder. Such access may provide an unfair competitive advantage or result in a technical bias toward a PDRR team-member or potential subcontractor. If the Government perceives that a significant potential OCI may exist, an OCI Plan will be requested from the PDRR and its current or prospective team-member, requiring it to execute an OCI neutralization or mitigation plan. If an OCI plan or NDA is believed by the Government to be necessary the Contractor hereunder shall take immediate steps to execute a third-party agreement with the PDRR vendor, team-member or subcontractor with whom the potential conflict exists. Upon the execution of this third-party agreement the CE Contractor shall promptly agree to releasing its hitherto proprietary data, secured by this contract, and make it available to the PDRR Contractor, its team-member(s) and subcontractors. However, the PDRR Contractor's, its team's and subcontractor's purpose for reviewing such data shall be limited to the express and limited purpose of evaluating the technical results and the top level, rolled up price and schedule of any Phase I SDRR contract.

## **H.2 Contractor Commitments, Warranties, And Representations**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. For the purpose of this contract, a written commitment by the Contractor is limited to the proposals submitted by the Contractor, the Contractor's Representations and Certifications in Section K, specific written modifications to the proposal, and any OCI Plan or third-party agreement arising therefrom.

### **H.3 Compliance with the Laws**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

### **H.4 1352.237-73 Key Personnel (March 2000)**

a. The Contractor shall assign to this contract the following Key Personnel:

(Name) (Position)

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

### **H.5 Notice To The Government Of Delays (DOC)**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COTR in writing. This notification shall provide pertinent details, and shall be informational only. Any such notification shall not be construed as a waiver by the Government of any delivery schedule or intermediate due date, or of any other rights or remedies provided by law under this contract.

### **H.6 Printing**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

### **H.7 1352.252.70 Regulatory Notice (March 2000)**

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

**H.8 1352.209-73 Compliance with the Laws (March 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.9 1352.233-70 Harmless from Liability (March 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

## **Part II--Contract Clauses**

### **Section I. Contract Clauses**

#### **I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

<http://www.arnet.gov/far>.

(End of Clause)

#### **Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

- 52.202-1 Definitions (Oct 1995)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
- 52.215-2 Audit and Records-Negotiation (Jun 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (Oct 1997)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
- 52.219-8 Utilization of Small Business Concerns (Oct 2000)
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Feb 1999)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-14 Toxic Chemical Release Reporting (Oct 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (July 2000)
- 52.225-14 Inconsistency between English Version and Translation of Contract (Feb 2000)
- 52.225-16 Sanctioned European Union Country Services (Feb 2000)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG

1996)  
52.227-14 Rights in Data--General (Jun 1987)  
52.228-5 Insurance--Work on a Government Installation (Jan 1997)  
52.229-3 Federal, State, and Local Taxes (Jan 1991)  
52.229-5 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)  
52.232-2 Payments under Fixed-Price Research and Development Contracts (Apr 1984)  
52.232-11 Extras (APR 1984)  
52.232-17 Interest (JUN 1996)  
52.232-18 Availability of Funds (APR 1984)  
52.232-23 Assignment of Claims (Jan 1986)  
52.232-25 Prompt Payment (May 2001)  
52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999)  
52.233-1 Disputes (Dec 1998)  
52.233-3 Protest after Award (Aug 1996)  
52.243-1 Changes Fixed Price (Alternative V) (Aug 1987)  
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)  
52.246-25 Limitation of Liability—Services (FEB 1997)  
52.249-2 Termination for Convenience of the Government (Fixed Price) (SEP 1996)  
52.249-8 Default (Fixed Price Research and Development) (APR 1984)  
52.253-1 Computer Generated Forms (Jan 1991)

## **I.2 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)**

### **(a) Definitions.**

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam



Era (38 U.S.C. 4212(a)); and

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**Part III--List of Documents, Exhibits, and Other Attachments**

**Section J. List of Documents, Exhibits, and Other Attachments**

**J.1 Attachments:** The following attachments are hereby incorporated into the contract.

A. List of “SETA” Contractors and Lead POC’s for NDAs.

**Attachment A  
List of SETA Contractors  
And POC's for Establishing  
Non-Disclosure Agreements (NDA's)**

**List of Contractors and POC's:**

- 1. The Aerospace Corporation  
Robert Weagant  
301-427-2070**
- 2. Tecolote, Inc.  
Tony Dietl  
301-415-0400**
- 3. The Mitre Corporation  
Allan Goldberg  
301-427-2070**
- 4. Veridian Corporation  
Dennis Berry  
301-427-2070**
- 5. User Technology Associates  
Lawrence Cox  
301-427-2070**
- 6. Mitretek, Inc., Dennis Berry**

## **Section K. Representations, Certifications, And Other Statements of Offerors**

### **K.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far>.

(End of Clause)

### **Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

|           |  |
|-----------|--|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) |
| 52.204-5  | Women-Owned Business (Other Than Small Business) (May 1999)  |
| 52.222-21 | Certification of Nonsegregated Facilities (APR 1984)   |

### **K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not

participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision;  
or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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**[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(b) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.3 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including

profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### **K.4 52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due

under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\* **TIN:** \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(f) Common parent.



\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals-- [**Check each block that is applicable.**]

(A) **Are are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have have not** within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) **Are are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The Offeror **has has not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject

to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.215-20 Place of Performance (Oct 1997)**

**[Check each block that is applicable.]**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **intends** [ ☐ ] **does not intend** [ ☐ ] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner \_\_\_\_\_  
(Street Address, City, and Operator of the Plant \_\_\_\_\_  
State, County, Zip Code) or Facility if Other than \_\_\_\_\_  
Offeror or Respondent \_\_\_\_\_  
\_\_\_\_\_

**K.7 52.219-1 Small Business Program Representations (May 2001)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54171.

(2) The small business size standard is 1,000 (SIC-3761) employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product that it did not itself manufacture, is 500 employees.

(a)Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000):

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

**K.8 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-- **[Check each block that is applicable.]**

- (a) It **has**      **has not**      participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It **has**      **has not**      filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-- **[Check each block that is applicable.]**

- (a) It **has developed and has on file**      **has not developed and does not have on file**      at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It **has not**      previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **[Check each block that is applicable.]**

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.227-15 Representation of Limited Rights Data and Restricted Computer Software**  
(May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states **[offeror check appropriate block]**--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.12 Corporate Certification**



I, the undersigned, certify that the information contained herein is current and accurate to the best of my knowledge.

---

(Name)

---

(Position/Title)

---

(Company/Organization)

---

(Date)

**L.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

<http://www.arnet.gov/far>.

**Incorporation of Solicitation Provisions by Reference:**

The following solicitation provisions pertinent to this section are hereby incorporated by reference:

| <b><u>FAR CITATION</u></b> | <b><u>TITLE</u></b>   | <b><u>DATE</u></b> |
|----------------------------|---|--------------------|
| 52.204-6                   | Data Universal Numbering System (DUNS) Number                 | (June 1999)        |
| 52.214-34                  | Submission of Offers in the English Language                  | (Apr 1991)         |
| 52.214-35                  | Submission Of Offers In U.S. Currency                         | (Apr 1991)         |
| 52.215-5                   | Solicitation Definitions                                      | (JUL 1987)         |
| 52.215-7                   | Unnecessarily Elaborate Proposals or Quotations               | (APR 1984)         |
| 52.215-8                   | Amendments to Solicitations                                   | (DEC 1989)         |
| 52.215-9                   | Submission of Offers  | (FEB 1997)         |
| 52.215-10                  | Late Submissions, Modifications, and Withdrawals of Proposals | (FEB 1997)         |
| 52.215-12                  | Restriction on Disclosure and Use of Data                     | (APR 1984)         |
| 52.215-13                  | Preparation of Offers   | (APR 1984)         |
| 52.215-14                  | Explanation to Prospective Offerors                           | (APR 1984)         |
| 52.215-15                  | Failure to Submit Offer                                       | (JUL 1995)         |
| 52.215-16                  | Contract Award  | (OCT 1995)         |
|                            | (Alt II) (OCT 1995)   |                    |
| 52.215-34                  | Evaluation of Offers for Multiple Awards                      | (MAR 1990)         |

**L.2 52.215-1 Instructions to Offerors-Competitive Acquisition (May 2001)**

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before

award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (j) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(ii)(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (c) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (d) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (e) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model

of the item to be delivered by the successful offeror.

(End of provision)

### **L.3 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

### **L.4 Technical Proposal Instructions**

Instructions for Proposal to Evaluate Aerosol Polarimeter Sensor for potential award of initial study contracts:

- 1) The initial evaluation criteria for Aerosol Polarimetry Sensor (ASP) to award initial study contracts shall include four (4) evaluation criteria, “A” through “D”:
  - (A) Past and Present Performance Risk Assessment Group (PRAG);
  - (B) Sensor Design;
  - (C) Algorithms; and
  - (D) Management and Teaming Arrangements.
- 2) Criterion A: PRAG Evaluation:
  - a) Describe each contract and explain its relevance to this CE contract and to the potential SDRR contract.
  - b) The PRAG portion of the proposal shall be limited to 10 pages total, and the description of each contract is limited to 1 page. This limitation shall include references for any subcontracted portion of the effort.
  - c) All contracts submitted must have been active in the last five years.
  - d) No more than 5 contracts demonstrating experience in sensor design and development of similar space instruments may be submitted.
  - e) No more than 5 contacts may be submitted as references to demonstrate the Offeror’s experience in algorithm and science code, and its understanding of remote sensing.
- 3) Criterion B: Sensor Design:
  - a) Discuss the science involved for ASP.
  - b) Discuss the notional ASP and trades to be explored in the CE Phase
  - c) Discuss the spacecraft interfaces required for ASP.
  - d) This Sensor Design Discussion shall be limited to 10 pages.

4) Criterion C: Algorithms:

- a) Discuss the science involved for ASP Raw Data Records.
- b) Discuss the science involved for ASP Environmental Data Records (EDR).
- c) Discuss any ancillary or auxiliary data required for the development of the ASP EDR's.
- d) This Algorithms Section shall be limited to 5 pages.

5) Criterion D: Management and Teaming Arrangements:

- a) Include Commitment Letter(s) from each subcontractor expressing interest in teaming for the production of ASP, explaining their role, and committing to the effort through the CE study phase.
  - b) Discuss the CE phase management plan.
  - c) Discuss the Cost Modeling Used During the Initial CE Study Phase.
  - d) List the Person(nel) Being Proposed for the Management and Technical Teams.
  - e) Submit the Integrated Program Management Schedule leading to the final CE Phase TIM, and Time Phase the Firm Fixed Price Value of \_\_\_\_\_ to the IPMS Key Milestones.
  - f) Provide the Agenda for the Study and the List of Deliverables from the CE Study Phase.
  - g) Management and Teaming Arrangement is limited to 5 pages excluding commitment letters of subcontractors.
- 6) The NPOESS/IPO plans to use the results of the Concept Exploration Program Review to support the technical volume of the Sensor Definition and Risk Reduction (SDRR) proposal. However, any interested offerors that choose to conduct internally-funded CE studies shall have the opportunity to do so, be able to include the results of their study as a future technical volume for the Government's SDRR review, and shall be given a level opportunity to interact with the Government at up to two TIM's. The internally funded group shall also be required to self-fund the meetings at which it interacts with the Government. The Government will fund the attendance of its APS CE experts at such a meeting.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 Incorporation of Solicitation Provision by Reference**

The following solicitation provision pertinent to this section is hereby incorporated by reference:

|           |  |            |
|-----------|--|------------|
| 52.215-34 | Evaluation of Offers for Multiple Awards | (MAR 1990) |
|-----------|--|------------|



## **M.2 Multiple Award Criteria**

The Government expects to make from one (1) to up to four (4) APS Concept Exploration (CE) awards resulting from this solicitation. This maximum volume of awards has been determined to be sufficient to elicit a diverse representation of the highest level of competence in industry for this specific field of science and technology. In addition, the notional value of \_\_\_\_\_ per award shall also be sufficient to obtain the requisite results that will enable the Government to determine the maturity of the offerors' technology and its capability to deliver the APS' Phase I SDRR design with the required refinements in the EDRs, and at a reasonable budget and schedule.

## **M.3 Technical Proposal Evaluation**

Selection for award of the CE contracts will be a Best Value determination based on an integration of the price, at \$\_\_\_\_\_, which shall not be scored, merged with an assessment of the most comprehensive and relevant PRAG, the most realistic and advanced design concept, the demonstration of mature algorithm models or the ability to obtain them, and the ability to field and sustain a team of experts in the science and engineering fields relevant to this proposed APS requirement.

Therefore, the four technical criteria that will be scored are:

- (A) Past and Present Performance Risk Assessment Group (PRAG);
- (B) Sensor Design;
- (C) Algorithms; and
- (D) Management and Teaming Arrangements.

Criteria A and B are essentially equal, and marginally more important than Criteria C and D.

- 1) Criterion A: PRAG Evaluation: The Government will determine its assessment of this criterion based on the number of similar designs with which the Offeror has been directly involved, and the recentness of its development efforts. Relevance will be assessed as strongest if the instrument has been successfully tested, and calibration/validation data demonstrated from aboard a spacecraft platform. Less relevant will be a demonstration of the instrument from an airborne platform.
- 2) Criterion B: Sensor Design: The Government will weight its assessment of this area based on an integrated assessment of the Offeror's proposed CE design, the apparent understanding of polarimetry requirements and the systems engineering approach, sensor concept risk, synergy with VIIRS, and sensor concept innovation.
- 3) Criterion C: Algorithms: This Criterion will be rated based on the Offerors' understanding of the science and technology necessary to conceive a workable design to deliver the EDRs.

- 4) Criterion D: Management and Teaming Arrangements: A high rating in this Criterion will be based on the rationale of experience of the proposed team, the soundness of the management approach, the soundness of the cost modeling technique, and the realism of the notional schedule.

**-END-**